

BINGHAM, DANA & GOULD

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December 13, 1995

18780-I
RECORDATION NO. FILED 1294
DEC 14 1995-10 40 AM
INTERSTATE COMMERCE COMMISSION

DAVID WADSWORTH

BY MESSENGER

Interstate Commerce Commission
Room 2303
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Ladies and Gentlemen:

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code are two original fully executed and notarized documents described below.

This document is an amendment (the "Amendment") to a Security Agreement (as amended, the "Security Agreement") dated as of April 21, 1994, between Northbrook Rail Corporation, as the debtor (the "Debtor") and The First National Bank of Boston, as the secured party (the "Secured Party"), covering the Debtor's rolling stock and other properties and rights of the Debtor, whether now owned or hereafter acquired. This Amendment is a secondary document and amends the Security Agreement which is a primary document.

The names and addresses of the parties to the Security Agreement are as follows: the Debtor is Northbrook Rail Corporation, whose chief executive office is located at 2025 South Arlington Heights Road, Suite 119, Arlington Heights, Illinois 60005; the Secured Party is The First National Bank of Boston, whose chief executive office is located at 100 Federal Street, Boston, Massachusetts 02110.

This Amendment releases certain railcars sold by the Debtor from the collateral covered by the Security Agreement, which was filed with the Commission on April 22, 1994 as document No. 18780.

A short summary of the document to appear in the index is as follows:

"Amendment dated as of December 13, 1995, amending a Security Agreement, dated as of April 21, 1994 and recorded as document No. 18780, between Northbrook Rail Corporation, as the debtor, and The First

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National Bank of Boston, as the secured party, releasing certain railcars sold by the Debtor from the collateral covered by the Security Agreement."

Also enclosed is a check in the amount of \$21.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt of the enclosed documents by stamping and returning to our messenger the enclosed copy of this letter together with the Amendment as filed.

If you have any questions with respect to the enclosed documents, please call me collect at (617) 951-8904.

Sincerely,


Matthew F. Furlong

Enclosures

AMENDMENT NO. 7

to the

SECURITY AGREEMENT

Dated as of April 21, 1994

RECORDATION NO. 18780-2
FILED 1476
DEC 14 1995 - 10 20 AM
NOTARIAL PUBLIC COMMISSION

This **AGREEMENT OF AMENDMENT**, dated as of December 13, 1995, is by and between **NORTHBROOK RAIL CORPORATION** (the "Borrower"), an Illinois corporation, and **THE FIRST NATIONAL BANK OF BOSTON**, a national banking association (the "Bank") as parties to that certain Revolving Credit and Term Loan Agreement, dated as of April 21, 1994 as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement").

WHEREAS, the Borrower and the Bank are parties to a certain Security Agreement dated as of April 21, 1994 (as amended and in effect from time to time, the "Security Agreement"); and

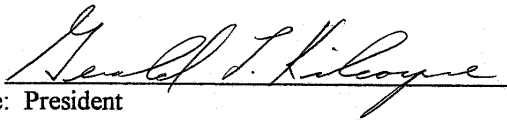
WHEREAS, the Borrower and the Bank wish to delete certain Rolling Stock which is being sold by the Borrower from the security interest created by the Security Agreement, and in connection therewith to make certain amendments to the Security Agreement, and to reaffirm the Security Agreement's effectiveness upon such amendment;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein without definition that are defined in the Security Agreement shall have the same meanings herein as in the Security Agreement.
2. Amendment of Security Agreement. Schedule 4(b) to the Security Agreement, which lists all Rolling Stock of the Borrower, is hereby amended by deleting therefrom the Rolling Stock listed on Schedule 4(b) attached hereto.
3. Reaffirmation of Security Agreement. Except as specifically amended by the Agreement of Amendment, the Security Agreement shall remain in full force and effect, and the Borrower reaffirms the continued validity of this Security Agreement as amended on the date hereof.
4. Effectiveness. This Agreement of Amendment shall become effective as of the date hereof upon execution and delivery hereof by each of the Borrower and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be executed as an instrument under seal by their duly authorized officers as of the date first set forth above.

NORTHBROOK RAIL CORPORATION

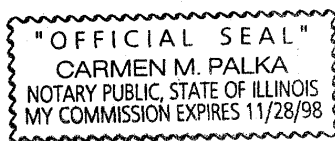
By: 
Title: President

THE FIRST NATIONAL BANK OF BOSTON

By: 
Title: DIRECTOR

State of Illinois)
) ss.
County of Cook)

On this 8th day of December, 1995, before me personally appeared Gerald L. Kilcoyne, to me personally known, who being by me duly sworn, says that he is President of Northbrook Rail Corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Carmen M. Palka
Notary Public

Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 7th day of December, 1995, before me personally appeared Dexter Freeman, to me personally known, who, being by me duly sworn, says that he is a Director/Vice President of The First National Bank of Boston, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Florence Grose
Notary Public

FLORENCE GROSE
Notary Public
My Commission Expires November 12, 1999

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Schedule 4(b)

UMPX	5809
UMPX	5817
UMPX	5819
UMPX	5823
UMPX	5833
UMPX	5834
UMPX	5835
UMPX	5844
UMPX	5845
WSOX	5800
WSOX	5801
WSOX	5805
WSOX	5808
WSOX	5812
WSOX	5814
WSOX	5820
WSOX	5825
WSOX	5826
WSOX	5830
WSOX	5837
WSOX	5839
WSOX	5841